#### **Amoco Corporation**

200 East Randolph Drive Chicago, Illinois 60601 Environmental Affairs & Safety Department

#### FEDERAL EXPRESS

July 29, 1991

Mr. Arnold Bernas Emergency and Remedial Response Division U.S. Environmental Protection Agency Region II, Room 2930 26 Federal Plaza New York, NY 10278

#### CERCLA 104(e) Request for Information - York Oil Site, Moira, New York

This is in response to EPA's CERCLA 104(e) request for information received by Amoco Corporation on June 4, 1991.

I would like to thank Mr. Paul Simon, for extending our response deadline until July 31, 1991. This additional time has allowed us to complete an exhaustive records search for any information regarding Amoco's alleged involvement with the York Oil Site in Moira, New York.

Our investigation has revealed no evidence of any fuel storage tank assets in the town of Lysander, New York and therefore no record of storage tank integrity testing or maintenance. We also have no record of any past business relationship with York Oil Company.

We intend to continue to honor our obligation to investigate this matter. In the future, should information become available regarding your inquiry, we will contact EPA immediately. Amoco Corporation's policy is to fully cooperate with State and Federal agencies in matters such as these.

Thank you for your cooperation.

Michelle L. Rodely

Sincerely,

Michelle L. Roddy

Waste Management Coordinator

Amoco Corporation

MLR/sln

Michael Mintzer, U.S. EPA Dake Iwataki, Amoco

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\$ 5.60 (U.S.I.R. CANCELLED)
THIS INDENTURE, Made the 19th day of January

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get courses bire statue, michigan film

BETWEEN MARY BEDILLE, of Gold Spring, Lysender, New York; party of the first part, and THE AMERICAN OIL COMPANY, a Maryland corporation, having an office for the transaction of business at 188 East 42nd Street, Borough of Manhattan; New York Oity, party of the second part,

If I N B B B M I H, that the party of the first \$\$\frac{\party}{\party}\$ in consideration of One Dollar and other good and valuable considerations paid by the party of the second part does introduced and release unto the party of the second part; its successors and assigns forever, all those lots, pieces or parcels of land located in the Town of Lyeshden, County of Onondaga, State of New York, more particularly described as follows:

PARCEL NO. 1. BEING part of Lot 100, Town of Lysander, and beginning at a three (3) inch steel post, said post being at the Scutinssis corning of ossteer grounds, thench running along the Scutherly line of said cemetery grounds Borth eighty-four degrees thirty-seven minutes west (N 84° 37' 4) two bundred ten (P10) feet to a plus in the Scutherly line of suid censtery grounds; thence along other land of the granton South four degrees forty minutes west (S 4° 40' m) two bundred slatters (210) feet more or less to a point on the Northerly shore of the Sancca River (Edge of Mater Nov. 8, 1935 Elev. 864.12 as

ahorn on the map of Eneign 3. Cottrail hereinafter referred to); thence running Easterly along the Northerly shore of the Senech Biver two hundred thele (212) feet more or less to the land now of Southern Oil Company of New York North four degrees forty minutes East (N 4° 40° E) one hundred sixty-six / and fifty one-hundredde (163,50) feet to a pipe, said pipe being at the Northest corner of said Southern Oil Company of New York North four degrees forty minutes East (N 4° 40° E) one hundred sixty-six / and fifty one-hundreddes (163,50) feet to a pipe, said pipe being at the Northest corner of said Southern Oil Company of New York land; thence running North seven degrees thirty-three minutes Last (N 7° 33° E) thirty-seven and seventeen one-hundreddhe (37,17) feet to said three (3) then steel poet, being the point or piece of beginning.

PARCIAL NO. E BEING parts of Lote

97 and JOO in the Town of Lysander and beginning
at the Southeash corner of ameters, grounds and
being the same beginning point mentioned in
Parcel No. 1: thence running slong the Eastely
line of Parcel No. 1: South seven degrees thirtythree minutes wat [8 7% 35' W) soven and five
cone-hundredths (7.06) feet to the Mortherly line
of a thirty (30) foot right of may hereinafter
described; thence running minong the Seately
line of said thirty (30) foot right of may hereinafter
following six (8) courses and distances:
(1)
South slighty-seven degrees thirty-six minutes
hast (8 BP 36' B) four hundred forty and thirtythree one-hundredths (440.23) foet to a stake,
(8) South twelve degrees forty-three minutes
hast (8 1g 43' E) one hundred teenty-three and
seventy-three one-hundredths (122.73) feet to a
knoke; (3) South thirty-one degrees fifty-one
finites East (8 15' S) is 1 juxy-four and
eighteen one-hundredths (44.18) feet to a
knoke; (3) South thirty-one degrees fifty-one
finites East (8 15' S) is 1 juxy-four and
eighteen one-hundredths (64.18) feet to a
knoke; (3) South thirty-one degrees fifty-one
hundredths (67.35) feet to a stake, (6) South
sixty-sight degreen seven minutes hast
(8 % 7 L) one hundred ninety and five onehundredths (67.35) feet to a stake, (6) South
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[8 8 8 7 L] one hundred they free
hundredths (67.35) feet to a stake, wat (6)
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Honth eighty-three degrees thirty-one rimutes
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forty-right one-hundredths (185.49) feet to a
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March seven degrees to one-hundred the (72.10) feet to a
stake; thomes along the Fasterly line of farm
land such construction of the seven degrees
teenty-seven minutes west (3 78' 27' W) four
hundred slighty-two and eighty-three encounters
and telle viewed and sighter one-hundred

TODITHER with a permanent easement enpurtenant to both Parcels No. 1 and No. 2 for the purpose of highers and transportation facilities of any kind whatever, including but must by way of limitation of the foregoing, construction and operation of electric power lines, over a thirty (30) font right of way together with the right to dross said right of way together with the right to dross said right of way always to robbs therein for all said purposes; the northerly line of said right of way being described as follows:

BESISHING at a nother in the Imaterly into of the comatery road one hundred twenty-four and fifty-five one-hundredths (124,05) feet from the Southerly line of the comatery prounds above mentioned; thence minning through other lands of

612 791 PM 38 the grantor the following two courses and distances: (1) Earth Forty-four degrees thirty minutes Fast (N.44° 30° E) one hundred thirty exven and thirty-eight one-hundredthe (137.78) fest to a point, and (2) Bouth eighty-seven degrees thirty-six minutes East (8.87° 36° E). Seven and thenty-five one-hundredthe (7.25) fest to a point in the Festerly line of Parcel No. thence through Parcel No. 1 Bouth eighty-seven degrees thirty-six minutes Nast (8.87° 38° E) two hundred sine and eighty-two cas-hundredthe fest (80.83) lest to a point, and point being the Southnest corner of Parcel No. 2, thence along the Bouthnest corner of Parcel No. 2, thence along the Bouthnest corner of Parcel No. 2, the flowing six (8) courses and distances: (1) Bouth Granton (1) Courses and distances: (1) Bouth Granton (1) Course (1) Course (1) Court (1) Course (1) Course (1) Course (2) SUBJECT, MOREVER, to existing east ments of egrees and ingress to and from the prenises to the East of Parcel No. 1 over the above described right of way, subject also to belsphone, electric light and power essents record over said right of way. SUBJECT, ALSO, to existing right agrees and ingress of owners North of Parcel No. 2 over the existing lane as now used by as owners running approximately North and South of Parcel No. 2. Said parcel No. 1 being subject to rights of Southern Oil Company and its envisores to use the reli located thereon for diving purposes only an said rights are defined a deed of the party of the first part to Souther Cil Sompany, recorded in Liber 724 of Deeds. page 320, in the Onondaga County Clerk's Office

المراك والكونت سعيد فناتك Said Parcel No. 2 being subject, however, to existing rights of overliceing and flooding by the State of New York of that portion thereof cuttined on the map hereinefter referred to. Said Parcels No. 1 and No. 2 and said rights of may are more particularly sat forth on may of Ensign S. Cottrell, O. E: licensed engineer and surveyon entitled "Part of Lots 97 and 100 - Town of Lysander, County of Onondaga" and dated November 11, 1836, filed herewith in the office of the Onondaga County Clerk's Office. TOSETHER with a permanent easement appurtenant to both Parcels No. 1 and No. 8 for the purpose of highway and transportation facilities of any kind whatever, including but i not by may of limitation of the foregoing, construction and operation of the foregoing, construction and operation of electric power lines, pipe lines, tolegraph and telephone lines, beginning at the nesterly and of the thirty (30) foot right of way hereinabuve described and extending to the concrete Liverpool and Ealdwinswille Highway, said right of way having a uniform width of thirty (30) feet and following the courses of the existing roadway between haid points and extending fifteen (16) feet on each side of the center line of said existing roadway. Together with the right and privilege appurtenant to both Percels No. 1 and No. 2 to moor vessels in front of the remaining praniess of granton and located on the said Northerly shore of the Sensen River, and to the West pf additional and the Northerly shore of the Sensen River, and to the West pf additing shill not overlap note than ninety (80) feet extending Westerly from the westerly boundary ing shall not overlap note than ninety (80) feet extending Westerly from the westerly boundary in the remaining premises of the granton; housing of the remaining premises of the granton; providing, Also, that such mooring rights shall not interfere with the dockage of vessels beyond said overlap of ninety (80) feet; PROVIDED, FURTURE, HOWEVER, that there shall be no bilgation upon grantes, its successors or assigns to move any vessel moored along said intest (80) feet unless and until researable notice shall have been given for the loading or unloading of said vessel, and in any avent such vessel of the said yearse, its successors or assigns, shall be entitled to twenty-four (24) hours for loading or unloading. Together with all right, title and interest of the grantor of, in and to the lands in front of and adjoining said Parcel No. 1 extending under the Seneca River, and all right, title and interest of the grantor of, in and to the portion of said Seneca River in front of and adjacent to said Parcel No. 1.

Together with all right, tible and interest of the granter of, in and to any land lying in the bed of any atreet, road or asymus opened or proposed, in front of or adjoining said premises to the center line thereof, and all right; titls and interest of the granter in and to any award made or to be made in lieu premises by reason of change of grade of any extent. Gaid premises are subject also to zoning treatments and ordinances adopted by any such ordinances adopted by any sutherity, whilese or other governments!

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said phenices.

TO HAVE AND TO HOLD, the premises herein granted unto the party of the second part, its successors and abbigue idraver.

The grantor, in\_compliance with dention is of the Lien Law, covenants that the grantor will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purposes.

AND the said Mary Sedille, party of the first part, obvenients as follows:

FIRST: -- That said Mary Sadille, party of the first part, is saized of the said promises in fee simple, and has good right to convey the same!

BECOND. -- That the party of the second part shall quietly enjoy the said premises;

THIRD: -- That the said premises are free from in-

FOURTH. -- That the party of the first part will execute or procure any further necessary assurance of the

/ FIFTH .-- That said Mary Sectile, party of the first part, will forever warrant; the title to said premiaea IN WITHESS SHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written. Ir Presence of: COUNTY OF OHORDAGA) on the of day of farmary ninteen hundred and thirty- Oil before me came MARY SEDILLE, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to Recorded this 15th day of January 1988, at 11/144. M. Grant 7d. Bartelle Clork

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT, made this 6th day of February . 1979. by and between AMOCO OIL COMPANY, a Maryland coporation, having an office at One North Charles Street, Baltimore, Maryland 21201, hereinafter called "ASSIGNOR", and BUCKEYE PIPE LINE COMPANY, an Ohio corporation, having an office at Suite 400, 200 King of Prussia Road, Radnor, Pennsylvania 19087, hereinafter called "ASSIGNEE".

#### WITNESSETH:

THAT, Assignor, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto Assignee, Its successors and assigns, the following leases, agreements and licenses affecting premises situate in the Town of Lysander, County of Onondaga and State of New York, and more particularly described In Bargain and Sale Deed dated February 6, 1979 between the Assignor and Assignee:

- 1. Pipe Line Easement dated March 22, 1954 from Atlantic Coast Terminal, Inc. (title which now vests in Tenneco Oil Company) to The American Oll Company (now known as Amoco Oll Company) recorded May 17, 1954 In Onondage County Clerk's Office in Book 1686 at Page 348.
- 2. Pipe Line Easement dated April 28, 1954 between Southern 011 Company of New York, Inc. and The American 011 Company (now known as Amoco OII Company) recorded May 17, 1954 In Onondaga County Clerk's Office in Deed Book 1686, Page 343.

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did depose and d; that he is ion described nows the seal of such corporate s of said

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3. Agreement dated July 16, 1975 between Southern 011 Company of New York, Inc. (title which now vests in Corning Glass Works), Amoco 011 Company and Tenneco 011 Company, recorded December 18, 1975 in Onondage County Clerk's Office in Book 2570. Page 894. Assignor agrees to convey all of Assignor's right, title and interest in and to the abovementioned leases, agreements and Mondage Bld Stare of New licenses as of the 9th day of February, 1979. IN WITNESS WHEREOF, the party hereto has duly signed these presents and affixed its respective seal the HARAMA C. A. BAR HIGH IN first above written. AMOCO OIL COMPANY WITHESS: 3 13 teer trant on water STATE OF MARYLAND, CITY OF BALTIMORE, SS: On this gd day of Schoon, 1979, before me personally came R. D. McMullen, to me known, who, being by me duly sworn, did depose and say that he resides in Timonium, Maryland, that he is the Regional Vice President of Amoco Oll Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order. My Commission Expires: Refuse 12 THE TITLE GUARANTE COMPANY Deeg, Rouges of the 1979ar 3.122 Pl in Book 2697 Page IL Syracuse, New York 13702 سي ولا (Book 1686 pgo. 343 k and 348k) 1 Bank. 2570 p. 894.)

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WITH COVENANT AGAINST GRANIOR'S ACTS

THIS INDENTURE, made the 9th day of March, 1989 between TENNECO OIL COMPANY, a Delaware corporation, whose address is P. O. Box 2511, Houston, Texas 77252-2511, party of the first part, and TOC TERMINALS, INC., a Delaware corporation whose address is P. O. Box 2511, Houston, Texas 77252-2511, party of the second part;

LYSANDER

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) lawful money of the United States and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever;

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lysander. County of Onondaga and State of New York, being part of Lot 100 in said Town, being those lands conveyed to Tenneco Oil Company by the following 2 deeds:

- From Atlantic Coast Terminals, Inc. filed in Onondaga County, Clerk's Office in Book 2077 of Deeds at Page 183.
- From Catherine F. Hart filed in Onondaga County Clerk's Office in Book 2977 of Deeds at Page 322.

and being more particularly described as follows:

Beginning at an iron pipe monument at the northwesterly corner of lands described in a deed from Southern Oil Company to Hartol Terminal Corporation recorded in Onondaga County Clerk's Office in Book 750 of Deeds at Page 395, said point being in the southerly boundary of a 30 foot Permanent Easement; running thence \$ 88°16'00" E along the northerly boundary of said lands and said southerly Permanent Easement boundary, a distance of 196.00 feet to a point, said point being the most northerly corner of lands described in a deed from Sherman T. Walker to Hartol Terminal Corporation recorded in Onondaga County Clerk's Office in Book 1513 of Deeds at Page 146; thence \$ 13°23'00" E along the northeasterly boundary of said lands, being the southwesterly boundary of said 30 foot Permanent Easement, a distance of 105.82 feet to an iron pipe monument at an angle point: thence S 32°31'00" E, continuing along said boundary, a distance of 73.53 feet to an angle point; thence S 48°50'30" E, continuing along said boundary and

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along the northeasterly boundary of lands described in a deed from Catherine F. Hart to Tenneco Oil Company recorded in Onondaga County Clerk's Office in Book 2977 of Deeds at Page 322, a distance of 199.49 feet to an angle point; thence S 69°15'00" E, continuing along said boundary a distance of 23.94 feet to an iron pipe monument at the most easterly corner of said lands conveyed by Hart; thence S 23°54'30" W along the southeasterly boundary of said lands and passing through an iron pipe monument located 95.6 feet from the last mentioned corner, a distance of about 102 feet to the northeasterly edge of the Seneca River; thence northwesterly along said northwesterly river edge, a distance of about 470 feet to its intersection with the westerly boundary of the above mentioned lands conveyed by Southern Oil Company; thence N 4°00'00" E along said westerly boundary, a distance of 201.50 feet to the point of beginning, containing 1.686 acres, more or less.

Together with a right of way in common with others over certain premises described in an easement dated February 5, 1953 and recorded February 27, 1953 in the Onondaga County Clerk's Office in Book 1612 at Page 409&c.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

This conveyance is subject to the following:

- 1. Subject to Easement set forth in instruments shown below:
  - a. Pipe Line Easement from Atlantic Coast Terminals, Inc., a Maryland corporation to The American Oil Company, a Maryland corporation, dated March 22, 1954 and recorded May 17, 1954 in the Onondaga County Clerk's Office in Book 1686 of Deeds at Page 348&c.
  - b. Deed from Atlantic Coast Terminals, Inc. to Tenneco Oil Company, dated December 28, 1961 and recorded January 18, 1962 in the Onondaga County Clerk's Office in Book 2077 of Deeds at Page 183&c.
  - Agreement between Southern Oil Company of New York, Inc., a New York corporation,

Amoco Oil Company, a Maryland corporation and Tenneco Oil Company, a Delaware corporation, dated July 16, 1975 and recorded December 18, 1975 in the Onondaga County Clerk's Office in Book 2570 of Deeds at Page 894&c.

- 2. Right of Way Agreement by and between Southern Oil Company of New York, Inc., a New York corporation and Tenneco Oil Company, a Delaware corporation, Dated July 16, 1975 and recorded December 18, 1975 in the Onondaga County Clerk's Office in Book 2570 of Deeds at Page 889.
- 3. Assignment Agreement by and between Amoco Oil Company, a Maryland corporation and Buckeye Pipe Line Company, an Ohio corporation, dated February 6, 1979 and recorded February 9, 1979 in the Onondaga County Clerk's Office in Book 2697 of Deeds at Page 11&c.
- 4. Subject to flooding rights set forth in instruments shown below:
  - a. Warranty Deed from Sherman E. Walter to Hartol Terminal Corporation, a New York corporation, dated June 27, 1951 and recorded June 29, 1951 in the Onondaga County Clerk's Office in Book 1513 of Deeds at Page 146&c.
  - b. Appropriation from The People of the State of New York to James Gaffney, dated January 28, 1925 and recorded February 13, 1925 in the Onondaga County Clerk's Office in Book 535 of Deeds at Page 381.
- 5. Subject to Permanent Easement granted to New York Transit Company, Inc. by instrument recorded February 27, 1953 in the Onondaga County Clerk's Office in Book 1612 of Deeds at Page 409&c.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

Sharon b. Mainand

Witness

TENNECO DIL COMPANY

Boyd L. Henderson-Vice President

ATTEST:

A. B. Smith, Jr.
Assistant Secretary

STATE OF TEXAS COUNTY OF HARRIS

On the 9th day of March, 1989, before me personally came BOYD L. HENDERSON to me known, who, being by me duly sworn, did depose and say that he resides at P. O. Box 2511, Houston, Texas 77252, that he is the Vice President of Tenneco Oil Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Executed this 9th day of March, 1989.

Notary Public, State of Texas

This Document Prepared By:

Daniel Bruce Beeler
Attorney at Law

P. O. Box 2511 Houston, Texas 77252-2511

(713)757-2993

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MARY PUNC
TATE OF TEXAS

TO TEXAS

TO TEXAS

TO TEXAS

OBONDAGA COUNTY CLERKS OFFICE
Deed. Recorded on the

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Elsine Lytel

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#### BARGAIN AND SALE DEED

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THIS INDENTURE, made this 6th day of February
mineteen hundred and seventy-nine, between AMDCO DIL COMPANY (formerly The
af Day North ( Lar) et Street, Refricer, Phys.
American Dil Company), a Maryland corporation, party of the first part, and

BUCKEYE PIPE LINE COMPANY, an Obio corporation, party of the second part. of 201 Roders Road, King of Pressia Road, Addam, la,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors or assigns of the party of the second part forever,

ALL THOSE LOTS, PIECES OR PARCELS OF LAND, located in the Town of Lysander, County of Onondaga, State of New York and more particularly

described as follows:

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REAL ESTATE

REAL ESTATE

FEB 9 1979

TRANSFER 1AX

ONOMBAGA

COUNTY

PARCEL NO. 1. Being part of Lot 100. Town of Lysander, and beginning at a three inch steel post, said post being at the Southeast corner of cemetery grounds, thence running along the Southerly line of said cemetery grounds. North 840 37' W, two hundred ten (210) feet to a pipe in the Southerly line of said cemetery grounds; thence along other land now or formerly of Mary Sedille South 40 40' W. two hundred sixteen (216) feet more or less to a point on the Northerly shore of the Seneca River (Edge of Water Nov. 6, 1935 Elev. 364.12 as shown on the map of Ensign

S. Cottrell hereinafter referred to); thence running Easterly along the Northerly shore of the Seneca River two hundred twelve (212) feet more or less to the land now or formerly of Southern Dil Company of New York; thence along the Westerly boundary of said land of Southern Dil Company of New York North, 40° E. One hundred sixty-six and fifty one-hundredths (166.50) feet to a pipe, and said pipe being-at the North-est corner of said Southern Dil Company of New York land; thence running North 70° 33° E. thirty-seven and seventeen one-hundredths (37.17) feet to said three Inch steel post, being the point or place of beginning.

PARCEL NO. 2. Being parts of Lots 97 and 100 In the Town of Lysander and beginning at a three inch steel post, said post being at the Southeast corner of cemetery grounds and being the same beginning point mentioned in Parcel No. 1; thence running along the Easterly line of Parcel No. 1 South 7 33 W. seven and five one-hundredths (7.05) feet to the Northerly line of a thirty (30) foot right of way hereinafter described; thence running along the Northerly line of said thirty (30) foot right of way the following

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six courses and distances: (1) South 87° 36' E. four hundred forty and thirty-three one-hundredths (440.33) feet to a stake, (2) South 12° 43' E. One hundred twenty-three and seventy-three one-hundredths (123.73) feet to a stake, (3) South 31° S1' E. sixty-four and eighteen one-hundredths (64.18) feet to a stake, (4) South forty-eight degrees seven minutes E (48° 7° E) one hundred ninety and five one-hundredths (190.05) feet to a stake, (5) South 68° 45' E. sixty-seven and forty-three one-hundredths (67.43) feet to a stake, and (6) Morth 83° 31' E. one hundred eighty-three and forty-eight one-hundredths (183.48) feet to a stake; thence along other lands now or formerly of Mary Sedille Morth 7° 27' E. seven hundred and sixteen one-hundredths (700.16) feet to a stake; thence running along lands now or formerly of Fred Walter North 82° 46' W. nine hundred twenty-two and twelve one-hundredths (922.12) feet to a stake; thence along the Easterly line of farm land and cemetery grounds South 7° 27' W. four hundred eighty-two and eighteen one-hundredths (482.18) feet to a three inch steel post, being the point or place of beginning.

Together with a permanent easement appurtenant to both Parcels No. 1 and No. 2 for the purpose of highway and transportation facilities of any kind whatever, including but not by way of limitation of the foregoing, construction and operation of electric power lines, pipe lines, telegraph and telephone lines, over a thirty (3D) foot right of way, together with the right to cross said right of way at any point or points therein for all said purposes; the northerly line of said right of way being described as follows:

Beginning at a point in the Easterly line of the cemetery road one hundred twenty-four and fifty-five one-hundredths (124.55) feet southerly, measured along said easterly line. from the Southerly line of the cemetery grounds above mentioned; thence running through other lands now or formerly of Mary Sedille the following two courses and distances: (1) North 44 30 E. one hundred thirty-seven and thirtyeight one-hundredths (137.38) feet to a point and (2) South 87° 36' E. seven and twenty-five one-hundredths (2) South to a point in the Vesterly line of Parcel No. 1; thence through Parcel No. 1 South B7 36' E. two hundred nine and eighty-two one-hundredths (209.82) feet to a point, said point being the Southwest corner of Parcel No. 2; thence along the Southerly line of Parcel No. 2 the following six courses and distances: (1) South 87° 36' E. four hundred forty and thirty-three one-hundredths (440.33) feet to a stake (2) South 120 43' E. one hundred twenty-three and stake (2) South 127 43' E. one hundred twenty-three and seventy-three one -hundredths (123.73) feet to a stake.

(3) South 31° 51' E. sixty-four and eighteen one-hundredths (64.18) feet to a stake, (4) South 48° 7' E. one hundred ninety and five one-hundredths (190.05) feet to a stake, (5) South 68° 45' E. sixty-seven and forty-three one-hundredths (67.43) feet to a stake, (6) North 83° 31' E. one hundredths (67.43) feet to a stake, (6) North 83° 31' E. one hundred eighty-three and forty-eight one-hundredths (183.48) feet to a stake, and the Southerly line of which begins at a point in the Easterly line of the cemetery road at a distance of forty-six and sixty-seven one-hundredths (46.67) feet southerly, measured along said easterly line, from the Northerly line of said right of way and runs parallel to said Northerly line at a distance of thirty (30) feet therefrom to a point in the projection of the Easterly line of Parcel No. 2.

#### AGREEMENT.

MMEREAS, by Indenture dated August 6, 1953, Supplemental Agreement dated September 29, 1953, and Pipe Line Easements dated March 22, 1954, (the "Operative Documents") Atlantic Coast Terminals, AMOCO Inc. (now Tenneco), The American Oil Company (now Electric) and Southern agreed upon the terms of construction, operation, maintenance, repair, removal and replacement of a ten (10) inch steel pipeline (hereinafter sometimes referred to as spur pipeline) from the head gate on the main line of The Buckeye Pipe Line Company, Inc. at Liverpool, New York to Tenneco's Terminal at Lysander, New York, and a manifold appurtenant to said ten (10") inch pipeline; and,

IMMEREAS, a portion of said pipeline and manifold is located on Southern's property, and

MHEREAS, the parcel described in Exhibit A attached hereto (and made a part hereof) has been used by the parties to this agreement for access to and operation of said manifold, and miereas, Southern has erected a fence along the

MIEREAS, Southern has elected boundary line boundary line boundaries described in Exhibit A excepting the boundary line

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## 2570 v.: 699

EXHIBIT A

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Agreement Dated July 16, 1975.

Between Southern Oil Company of New York, Inc.

Amoco Oil Company and Tenneco Oil Company.

ALL that tract or parcel of land situate in the Town of Lysander. County of Onondaga and State of New York being Part of Lot 100 in said town and note particularly bounded and described as follows:

Beginning at a point in the Westerly line of lands as conveyed from Southern Oil Company of New York, Inc. to Hartol Terminal Corporation by deed recorded in the Onondaga County Clerk's Office July 23, 1934 in Book 750 of Deeds, page 395, S 4° 00' W along said Mesterly line, a distance of 150.3 feet from the Northwesterly corner of lands of said Hartol Terminal Corporation; running thence S 4° 00' W, along said Westerly line, a distance of about 37.5 feet to a fence; thence the following 7 courses and distances through the lands of said Southern Oil Company of New York, Inc. running along the line of an existing fence: (1) N 76° 48' W, about 2.8 feet; (2) N 2° 07' E, 8.4 feet; (3) N 56' W, 11.5 feot; (4) N 2° 58' E, 9.84 feet; (5) S 87° 04' E, 9.78 feet; (6) N 1° 50' E, 12.9 feet; and (7) S 88° 21'E, about 4 feet to the place of beginning.

18 c 7 c 2570 2570 89/E

RECORD AND RETURN TO 11,441-5 HOURDE ABSTRACT & TITLE CO.14 333 EAST ONCUDEDS STREET BYRACUSE, NEW YORK 13002 Syracuse, New York

التشنكا RECEVED REAL ESTATE DEC 2 9 1978 TRANSFIR TAX ONONDAGA COUNTY

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party of the first part, and

\$100 BILLSIDE RD. CORP., a New York corporation having its principal office at 507 Wilkinson Street, Syracuse, New York 13204

13204

Dimesselly that the part y of the first part, in consideration of

Dollar (\$ 1.00 )

Bourful money of the United States, & other good & valuable considerations paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever, xik

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lysander, County of Onondaga and State of New York, being a Lysander, County or Unondaga and State of New York, peing a part of Lot 100 Lysander, bounded and described as follows:

Beginning at a point in the center line of the Cemetery Road (so called) 5. 4 degrees 30' W. 200 and one-tenths feet from the intersection of the center line intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander; running thence north 44 degrees 30' E. along the southeasterly side of thence north 44 degrees 30' E. along the southeasterly side of a right of way 30' wide, 185 and eighty-one one hundredths feet a right of way 30' wide, 185 and eighty-one one hundredths feet to the westerly line of lands owned by the Pan American Petroleum to the westerly line of lands owned by the Pan American Petroleum to the said lands 159 and six tenths feet to the northerly shore about said lands 159 and six tenths feet to the northerly shore about the said lands 159 and six tenths feet to the northerly shore about Seneca River; thence westerly along said northerly shore about 124 feet to the intersection of said shore with the center line of said Cemetery Road; thence north 4 degrees 30° E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan American Petroleum and Transport Company, (The

Being a portion of the premises tonveyed to the grantor, et al, by deed of Louis Ravera, Referee, recorded in Onondaga County Clerk's Office in Deed Book 2654 at page 339.

ASSIGNMENT AGREEMENT

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THIS ASSIGNMENT, made this 6th day of February . 1979, by and between AMDCO OIL COMPANY, a Maryland coporation, having an office at One North Charles Street, Baltimore, Maryland 21201, hereinafter called "ASSIGNOR", and BUCKEYE PIPE LINE COMPANY, an Ohio corporation, having an office at Suite 400, 268 King of Prussia Road, Radnor, Pennsylvania 19087, hereinafter called "ASSIGNEE".

# VITHESSETH:

THAT, Assignor, for and in consideration of the sum of five Dollars (\$5.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign unto Assignee. its successors and assigns, the following leases, agreements and licenses affecting premises situate in the Town of Lysander, County of Onondaga and State of New York, and more particularly described in Bargain and Sale Deed dated February 6, 1979 between the Assignor and Assignee:

- 1. Pipe Line Easement dated March 22, 1954 from Atlantic Coast Terminal, Inc. (title which now vests in Tenneco Dil Company) to The American Oil Company (now known as Amoco Oil Company) recorded May 17, 1954 in Onondaga County Clerk's Office in Book 1686 at Page 348.
- 2. Pipe Line Easement dated April 28, 1954 between Southern Oll Company of New York, Inc. and The American Oll Company (now known as Amoco Oil Company) recorded May 17, 1954 in Onondaga County Clerk's Office in Deed Book 1686, Page 343.

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Company of New York, Inc. (title which now vests in Corning Glass Works), Amoco 011 Company and Tenneco 011 Company, recorded December 18, 1975 in Onondaga County Clerk's Office in Book 2570, Page 894. Assignor agrees to convey all of Assignor's right, title and interest in and to the abovementioned leases, agreements and THOOLOGIA BUT STAR OF 186 licenses as of the 9th day of February, 1979. A RETURN THE THE PARTY OF PART IN WITHESS WHEREOF, the party hereto has duly signed HARA THE C. R. BAS THESE TH first above written. Ar SING TO REAL STORY ON MILE. WITHESS: STATE OF MARYLAND, CITY OF BALTIMORE, SS: On this gd day of Stherman, 1979, before me personally came R. D. McMullen, to me known, who, being by me duly sworn, did depose and say that he resides in Timonium, Maryland, that he is the Regional Vice President of Amoco Oil Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order. My Commission Expires: Return 15 THE TITLE GUARANTEE COMPANY Deen, Rought if un this 9 day of ... Tel 1979ut 3:22Pi in Door 2697 Page Live سي ولا . CORNER CLERG (Book 1686 pgo. 343 k and 348 k) 1 Back. 2570 p. 894.) \*\$10.00, 870 OLAS, \*\*\* ILAS, Ceasors or was long or the Stander County of Onon-Socs tereby Stent end ALL THOSE LOSS. A.

3. Agreement dated July 16, 1975 between Southern 011

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This indenture; made the 25th day of for to fire nine toen hundred and bixty-five between the fall that the butter that the ball and bixty-five between the fall that the between the fall that the ball and the ball the ball the ball that the ball the ball the ball the ball the ball that the ball Corporation having its principal office in the tity of Newark, Essex County, New Jersey, Grantor, and Thisboo bil to Pray, a belavare Corporation, with headquarters in Houston, Harris County, Texas, Grantes,

Withesieth, that the Crantor, in consideration of One (\$1.00) Dollar, lawful money of the United States, paid by the Grantee, does hereby remise, release and quitcialm unto the Orantee; its successors and assigns forever all the property described in Exhibit A, hereto attached and made a part hereof, together with all the buildings and improvements thereon and any appurtenances used or obtained for use in Connection therewith:

Together with all the right, title and little est if any or the Granter in and to thy streets and roads abulting the above described premises to the center like thereof

Together with the applicablances and all the estate and rights of the Histor II and to such prefiles.

The purpose of this deed is to release; relinquish and convey any and all interest Which the said the Fridebilal thousance Company of America has or ought to have by Wittle of a Reference in the conveyance by Atlantic Coast Terminals, Ind., to Tennieco Dil Company by Deed dated December 27, 1961, and recorded in Book 2077; Page 183, of the land Records of Omondage County, New York, Which reference in Said conveyance elfoneously stated that the property conveyed thereby was subject to a sertain toom Agreement, dated becember 20, 1950; between Atlantic Boast Wermingly ind., and the Princettal insurance Company of America:

To mave and to hold the granises herein granted unto the Grantee, its successors and assigns forevery and trantory in compliance with Section 13 of the tien law, hereby covenants that the Grantor will receive the consideration for

Amt. of Mtg. U.S.I.R.Bancelled Bk2077pg. at 10:1377M.Rec'd. JAN 18 1962

To the Property to those was a pressure and tooks, bridering:

ROUTE, that Affairle Colds the Hillials, inc., a corporation organized and existing under the 1800 of the State of Naryland, with ortices in the City or Holland, bothly by Harris; State of remain bereinster referted to as "Chimfor", for estumble accumulations paid to it, the receipt and sufficiently of which are Herry accumulated; does hereby give, grant, burgain, sail and confirm unto Thankot bit. Company, a corporation organized and anisting under the laws of the State of Delaware, with its offices in the City of Holland, County of Baffis and State of Texas, hereinatter betried to as "Undertain; the Tollowing!

1: Ill of transcribe fight, fitts and interest in and to the properties described in Exhibit A, attached beteto and made a part hereof, together with all buildings; improvements thereof), appurtenances used or obtained for use in connection therewith, and all of GRANTOR'S interests in contracts, leases, agreements, blackments, brepaid insurance and options of every kind and character pertaining to the said properties.

2. This instrument of conveyance and the rights and titles herein conveyed are made and accepted subject to bertain rights of way, easements, reservations and testrictions as appear of fector and subject to a certain loan Agreement, dated becames 20, 1950, as amended, between the GRANTOR and The Prudential insufance company of America, and subject to the encumbrances existing of records it any, and all other contracts and amendments thereof, pertaining to the items of property described in Exhibit A.

to have And to hold the properties described in exhibit A, the interest in properties, contracts and rights bettin referred to and all rights and privileges partsining thereto, unto the GRANTES, its successors and assigns rorever.

This conveyance is mide without warrants of title, either express or implied; provided, nowever; GRANTER is Bubbogated to all of the warranties heretofors made by GRANTOR'S predecessors in title in and to the properties and interest in properties hereby conveyed:

This listfument of conveyance shall be effective as or the beginning of business on December 28, 1951:

Winness Williamor, Baid GRANTOR, acting herein by Could ited, as caused this instrument to be executed in its corporate name in multiple counterparts, each or which shall constitute an original, but all or which shall be real together and constitute as only one instrument, on this 27th day of becember, 1961:

ATTANTIC COAST TERMINALS, INC.

By Cecf Cath

Vice President

Minds:

ASSISTANT BECT

Secretary

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#### Edition 14

SCHEDULE OF PROPERTIES COVERED HI THIS INSTRUMENT OF CONVEYANCE

brondata county, kew York

## Property beachiption

Part of Lot 100, form of Lybander; County of thomaga, State of New York and being more particularly described as follows:

York and being more particularly described as follows:

BECINNING at the NW corner of a one-acre tract of land described in that certain deed from Southern bil Company to Bartol Terminal Corporation, recorded in Book 750, Page 395, Chondaga County, New York; THENCE S. 4° W. & distance of 202.5 Feet, more or less to the N. side of the Scheca River a distance of 201.00 feet, more or less to an iron pipe; THENCE continuing along the N. side of the Scheca River S. 63°56' W. a distance of 100 feet, more or less to an iron pipe; THENCE continuing along the N. side of the Beneca River S. 49°18'30" E. a distance of 112.40 feet, more or less to an iron pipe for corner; THENCE N. 48°20'30" E. a distance of 111.79 feet, more or less to an iron pipe in the S. side of a 30 foot Permanent Ensement; THENCE N. 48°50'30" W. along the S. side of a 30 foot Permanent Ensement a distance of 135.21 feet, more or less to an iron pipe; THENCE N. 32°31' W. continuing along the S. side of a 30 foot Permanent basement a distance of 73.53 feet, more or less to an iron pipe; THENCE N. 13°23' W. continuing along the S. side of a 30 foot Permanent basement a distance of 15.82 feet, more or less to an iron pipe; THENCE N. 13°23' W. continuing along the S. side of a 30 foot Permanent Ensement, Ensement, Ensement and Harden Ensement, Ensement and Harden Ensement, Ensement and Harden Ensement, Ensement Ensement Ensement, Ensement Ensement, Ensement Ensement Ensement, Ensement Ensement Ensement, Ensement Ensement Ensement, Ensement En

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bed as follows:

Grantor

Property Description

Part of lot 100, Town of Lysander, County of Onondaga, State of New York and being more particularly descri-

Atlantic Coast Terminals, Inc. (N.Y.-996)



BEGINNING at the My corner of a one-acre tract of land described in that vertain deed from Southern Cil Com-pany to Hartol Terminal Corporation, recorded in Book

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750, Page 395, Omondaga County, New York; THENCE B. 40 W. is distance of 202.5 feet, more or less to the N. w. a distance of 202.) reet, more or less to the M. side of the Beneca River; THENCE Southeasterly along the M. side of the Beneca River a distance of 201.00 reet, more or less to an iron pipe; THENCE continuing along the N. side of the Seneca River S. 63056' W. a distance of 100 feet, more or less to an iron pipe; THENCE continuing along the N. side of the Seneca River B. 49°18'30" E. a distance of 112.40 feet, more or less to an iron pipe for corner; THENCE N. 4°32' 30 B. a distance of 111.79 feet, more or less to an iron pipe in the B. side of a 30 foot Permanent Easement; THENCE N. 48050'30" W. along the B. side of a 30 foot Permanent Easement a distance of 136.21 feet; more or less to an iron pipe; THENCE N. 32031 W. continuing along the B. side of a 30 foot Permanent magement a distance of 73.53 feet, more or less to an iron pipe; THENCE N. 13023' W. continuing along the Bouthwesterly side of a 30 foot Permanent Easement; a distance of 105.82 feet, more or less to an iron pipe for corner; THENCE N. 88°16' W. along the S. side of a 30 foot Permanent Easement, a distance of 195 feet, more or less to the place of beginning; Together with a 1/3-interest in a Right-of-Way dated February 5, 1953, from Charles H. Greene and Dorothy Greene, recorded in Liber 1612 of Deeds, Page 409, Clerk's Office, Onondaga County, New York. granted to Bouthern Oil Company and American Oil Combany by instruments dated March 22, 1954.

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Indenture

day of December Made the 26th Seventy-eight Nineteen Hundred and

Between JOHN WLEKLINSKI

235 N. Lowell Avenue

Syracuse, New York 1320

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RECEIVED REAL ESTATE DEC 2 9 1978 TRANKER TAX ONO: DAGA COUNTY

party of the first part, and

₱ 100 BILLSIDE RD. CORP., a New York corporation having its principal

office at 507 Wilkinson Street, Syracuse, New York 13204

partY of the second part, in consideration of

lawful money of the United States, & other good & valuable considerations paid by the part y of the second part, does hereby grant and release unto the part y of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lysander, County of Onondaga and State of New York, being a part of Lot 100 Lysander, bounded and described as follows: Beginning at a point in the center line of the Cemetery Road (so called) S. 4 degrees 30' W. 200 and one-tenths feet from the intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander; running thence north 44 degrees 30' E. along the southeasterly side of a right of way 30' wide, 185 and eighty-one one hundredths feet to the westerly line of lands owned by the Pan American Petroleum & Transport Co.; thence S. 4 degrees 40' along the west line of said lands 159 and six tenths feet to the northerly shore of the Seneca River; thence vesterly along said northerly shore about 124 feet to the intersection of said shore with the center line of said Cemetery Road; thence north 4 degrees 30° E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan American Petroleum and Transport Company, (The American Oil Co.).

Being a portion of the premises conveyed to the grantor, et al, by Referee's Deed of Louis Ravera, recorded in Onondaga County Clerk's Office in Deed Book 2654 at page 339.

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THIS INDENTURE made the 27 day of ALGEST

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RETWEEN

JOHN HARMLINSKI of 235 M. Lowell Avenue, Syracuse, New York; MUTTER S. WUCIK of 507 Wilkinson Street, Sylamure, New York, and SIGIND GRUDZINSKI of 509 Wilkinson Street, Syracuse, New York,

party of the first part, and

MIDDLESS NAVIGATION CO-PANY, LTD. P.O. BOX 61, Skancatoles, New York 13051,

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WITNESSETH, that the party of the first part, in consideration of ten dollars said by the party of the second part, does hereby remine, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part foreset.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Lysander, County of Onondaga, and State of New York, being a part of Lot 100 Lysander, bounded and described as follows:

Beginning at a point in the center line of the Ceretery Road (so called) 5. 4 degrees 30' W. 200 and one tenths feet from the intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander, running thence north 44 degrees 30' E. along the southeasterly side of a right of way 30' wide, 185 and eighty-one one hundredths fret to the westerly line of lands owned by the Pan-American Petroleum & Transport Co. thence S. 4 degrees 40' W. along the west line of said lands 159 and six tenths feet to the northerly shore of the Seneca Piver, thence westerly along said northerly shore about 124 feet to the intersection of said shore with the center for cherty short about 12% feet to the interfeet of beginning.

In of said Constery Road, thence north 4 degrees 30° E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American, use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan John ican Petroleum and Transport Co. (The American Oil Co.)

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TOGETHER with all right, time and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part foreign. the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply eration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for

The word "parity" shall be construed as if it read "parities" whenever the sense of this indenture so requires IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above

IN PRESENCE OF:

written

11:13:23

This Indenture make

AUGUST

18/67/80 M4 E

Wetmern 100 Hillside Road Corp., a domestic corporation with principal offices at 507 Wilkinson Street, Syfzeuse,

New York 13204,

party of the first part, End

MIDLAKES NAVIGATION COMPANY, LTD.
P.O. Box 61, Skaneateles, New York 13051,

<u>~</u>

party of the second part.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lysander.

County of Onondaga, and State of New York, being a part of Lot 100

Lysander, bounded and described as follows:

Beginning at a point in the center line of the Cometery Road (so called) 5. 4 degrees 30' W. 200 and one tenths feet from the intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander, running thence north 44 degrees 30' E. along the southeasterly side of a right of way 30' wide, 185 and eighty-one one hundredths feet to the westerly line of lands owned by the Pan American Petroleum & Transport Co. thence 5. 4 degrees 40' W. along the west line of said lands 159 and six tenths feet to the northerly shore of the Seneca River, thence westerly along said northerly shore about 124 feet to the intersection of said shore with the center line of said Cemetery Road, thence north 4 degrees 30' E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American, use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan American Petroleum and Transport Co. (The American Oil Co.)

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# This Indenture

day of December

Made the 18th Nineteen Hundred and Seventy-eight

Firthern LEO W. GRUDZINSKI

128 Frederick Drive, Apalachin,

13732 New York

party of the first part, and

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100 HILLSIDE RD. CCRP., a New York corporation having its principal office at 507 Wilkinson Street, Syracuse, New York 13204

party of the second part, Elitnesseth that the part y of the first part, in consideration of

Dollar (\$ 1.00 ) ----One÷---lawful money of the United States, & other good & valuable considerations paid by the part, of the second part, does hereby grant and rewase unto the second part. paid by the part, of the s part y of the second part, and assigns forever, ack its successors

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Lysander, County of Onondaga and State of New York, being a part of Lot 100 Lysander, bounded and described as follows: Beginning at a point in the center line of the Cemetery Road (so called) S. 4 degrees 30' W. 200 and one-tenths feet from the intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander; running thence north 44 degrees 30' E. along the southeasterly side of a right of way 30' wide, 185 and eighty-one one hundredths feet to the westerly line of lands owned by the Pan American Petroleum & Transport Co.; thence S. 4 degrees 40' along the west line of said lands 159 and six tenths feet to the northerly shore of the Seneca River; thence westerly along said northerly shore about 124 feet to the intersection of said shore with the center line of said Cemetery Road; thence north 4 degrees 30" E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan American Petroleum and Transport Company, (The American Oil Co.).

Being a portion of the premises conveyed to the grantor, et al. by Referec's Deed of Louis Ravera, recorded in Onondaga County Clerk's Office in Decd Book 2654 at page 339.

> REAL ESTATE DEC 2 1 1978 TRANSFER TAX ONONDAGA COUNTY

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#### LEGAL DESCTIPTION

ALL THAT TRACT OR FARCEL OF LAND, situate in the Town of Lymander, County of Onondaga and State of New York, being a part of Lot 100 Lymander, bounded and described as follows: Beginning at a point in the center line of the Cemeter; Road (so called) S. 4 degrees 30' W. 200 and one-tenths feet from the intersection of the center line of said road with the southerly line of the Cemetery Grounds in said Lot 100 Lysander; running thence north 44 degrees 30' E. along the southeasterly mide of a right of way 30' degrees 30' E. along the southeasterly mide of a right of way 30' wide, 185 and eighty-one one hundredths feet to the westerly line wide, 185 and eighty-one one hundredths feet to the westerly line thence S. 4 degrees 40' along the west line of said lands 159 and six tenths feet to the rortherly shore of the Seneca River; therce westerly along said northerly shore about 124 feet to the intersection of said shore with the center line of said Cemetery Road; thence north 4 degrees 30° E. along the center line of said road about 51 feet to the place of beginning.

Subject to State Rights. Subject to the Pan American use of 90 feet for unloading. It is intended to include all the land lying between the right of way across the premises of the party of the first part and the river; and between the highway and the lands of the Pan American Petroleum and Transport Company, (The American Oil Co.), and also

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lysander, County of Onondona and State of New York, being part of Farm Lot 100 in said town and more particularly bounded and described as follows:

Beginning at a stone monument in the southerly line of the Cemetery Lot, it also being the northwest corner of lands decided to the American Oil Company as Parcel 1 and filed in the Orondaza to the American Oil Company as Parcel 1 and filed in the Orondaza County Clerk's Office in Book 791, Page 36; thence north \$40 37! west along the southerly line of said Cemetery Lot, 95.25 feet to the easterly line of the old Cemetery Road; thence south 40 40! the easterly line of the old Cemetery Road; thence south 40 40! west along the said easterly road line, 124.55 feet to a point; thence north 440 30! east along the northwesterly line of a 30! thence foot right of way, 137.38 feet to an angle point thereof; thence south \$70 36! east along the northerly line of said right of way, 7.25 feet to a point; therce north 40 40! east, a distance of 17.96 feet to the point of beginning.

Subject to the right of the public in Community Road and subject to a 30° fight of way along the southeasterly line of the above described parcel as described in conveyance to the American (.)

Oil Company as above mentioned.

EXHIBIT "A" UNONDIGA COURTY CLERES CFFICE Donal, Recorded on the Lifety of Caugust 1975et 2255 M in Bosinias 1925e 23 g and examined.

COUNTY CLERK

## BARGAIN AND SALE DEED

11230

THIS INDENTURE, made this 6th day of February

nineteen hundred and seventy-nine, between AMOCO OIL COMPANY (formerly The of Ohr North Charles Street, Billinoir, Md., American Oil Company), a Maryland corporation, party of the first part, and

BUCKEYE PIPE LINE COMPANY, an Ohio corporation, party of the second part. of 20; Russell King of Preside Read Addam, (4)

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors or assigns of the party of the second part forever,

ALL THOSE LOTS, PIECES OR PARCELS OF LAND, located in the Town of Lysander, County of Onondaga, State of New York and more particularly described as follows:

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FEB 9 1979

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ONONDAGA

COUNTY

PARCEL NO. 1. Being part of Lot 100. Town of Lysander, and beginning at a three inch steel post, said post being at the Southeast corner of cemetery grounds, thence running along the Southerly line of said cemetery grounds. North 84° 37' W. two hundred ten (210) feet to a pipe in the Southerly line of said cemetery grounds; thence along other land now or formerly of Mary Sedille South 4° 40' W. two hundred sixteen (216) feet more or less to a point on the Northerly shore of the Seneca River (Edge of Water Nov. 6, 1935 Elev. 364.12 as shown on the map of Ensign

S. Cottrell hereinafter referred to); thence running Easterly along the Northerly shore of the Seneca River two hundred twelve (212) feet more or less to the land now or formerly of Southern Oil Company of New York; thence along the Westerly boundary of said land of Southern Oil Company of New York North, 40° E. One hundred sixty-six and fifty one-hundredths (166.50) feet to a pipe, and said pipe being at the Northwest corner of said Southern Oil Company of New York land; thence running North 70° 33° E. thirty-seven and seventeen one-hundredths (37.17) feet to said three inch steel post, being the point or place of beginning.

PARCEL NO. 2. Being parts of Lots 97 and 100 in the Town of Lysander and beginning at a three inch steel post, said post being at the Southeast corner of cemetery grounds and being the same beginning point mentioned in Parcel No. 1; thence running along the Easterly line of Parcel No. 1 South 7 33' W. seven and five one-hundredths (7.05) feet to the Northerly line of a thirty (30) foot right of way hereinafter described; thence running along the Northerly line of said thirty (30) foot right of way the following

14.50 = -035 PM FFB

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